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CLERK US DISTRICT COURT
DISTRICT OF NEVADA
BY: DEPUTY

DENNIS KERR
2895 WOODBRIDGE CIRCLE
IDAHO FALLS, IDAHO 83401
208-520-7266
PRO-SE PLAINTIFF

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

DENNIS KERR,

PLAINTIFF,

-V-

BANK OF AMERICA N.A.
AND TRUSSTEE CORPS,

DEFENDANTS.

CASE NO. 3:15-cv-00306

COMPLAINT, JURY DEMAND

COMPLAINT

COMES NOW PRO-SE PLAINTIFF DENNIS KERR WITH HIS COMPLAINT AGAINST DEFENDANTS BANK OF AMERICA N.A. AND TRUSSTEE CORPS.

INTRODUCTION

THIS IS A LAWSUIT ABOUT DECEPTIVE PRACTICES, VIOLATIONS OF CONSUMER PROTECTIONS WHEN COLLECTING DEBTS FROM MILITARY CUSTOMERS, ILLEGAL PRACTICES RELATED TO FORCE PLACED INSURANCE FAIR DEBT COLLECTION PRACTICES ACT, WRONGFULL CONVERSION, THE IMPLIED COVENANT LAW, INTERFERENCE WITH PROSPECTIVE ADVANTAGE, INTENTIONAL INFLICTION OF BOTH EMOTIONAL DISTRESS AND FINANCIAL DISTRESS, AND THE CIVIL AND CRIMINAL CONSPIRACY BETWEEN TWO COMPANIES TO ACCOMPLISH AN OBJECTIVE OR TO ACCOMPLISH A LAWFULL OBJECTIVE IN AN UNLAWFULL MANNER.

Paid Amt $ 400 Date 6/9/15
Receipt # 28666 Initials

JURISIDICTION AND VENUE

1. THIS IS A CIVIL ACTION THAT FALLS UNDER THE COURTS ORIGINAL JURISDICTION UNDER 28 U.S.C. 1331 (FEDERAL QUESTION). THE CASE THE CASE ALLEGES VIOLATIONS OF FAIR DEBT COLLECTIONS PRACTICES ACT 15, U.S.C. 1692 et seg, AND CLAIMS THAT ARISE UNDER THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. 1962 (D). ACCORDING TO THE STATUTES JURISDICTIONAL STATEMENT, 18 U.S.C. 1964. VENUE IS PROPER IN THIS FORUM PURSUANT TO 28 U.S.C. 1391, BECAUSE THE DEFENDANTS TRANSACT BUSINESS IN THIS DISTRICT AND THE VIOLATIONS HAPPENED IN THIS DISTRICT.

FACTUAL ALLEGATIONS

2. THE PLAINTIFF BOUGHT THE HOME AND THE MORTGAGE COMPANY WAS COUNTRYWIDE MORTGAGE. BECAUSE OF CRIMINAL WRONGDOING THE MORT-GAGE COMPANY COUNTRYWIDE WENT BANKRUPT AND BANK OF AMERICA GOT TO TAKE OVER THE HOMES FROM COUNTRYWIDE. BANK OF AMERICA WAS MORE CORRUPT THAN COUNTRYWIDE AND THIS YEAR THE JUSTICE DEPART-MENT FINED BANK OF AMERICA MORE THAN 20 BILLION DOLLARS FOR DECEPTIVE PRACTICES ETC. 3 DAYS AGO BANK OF AMERICA WAS FINED $30 MILLION DOLLARS FOR VIOLATING CONSUMER PROTECTION LAWS WHEN COLLECTING DEBTS FROM MILITARY CUSTOMERS. BANK OF AMERICA ALSO PAID OUT $490 MILLION DOLLARS FOR THE FORCED PLACED INSUR-ANCE SCAMS. THE OFFICE OF THE COMPTROLLER OF CURRENCY WHO DID THE CIVIL PENALTIES SAID THAT MUST TAKE THE STEPS NECESSARY TO CORRECT THE WRONGDOINGS. THIS JUSTICE HOWEVER HAS NOT HAPPENED IT HAS JUST GOTTEN WORSE.

3. in 2014 THE BANK OF AMERICA HAD THE AVCO MORTGAGE COMPANY DO A TRUSSTEE SALE ON MY HOME USEING A AVCO MORTGAGE LOAN THAT WAS PAID OFF IN 1998. THAT IS WHEN I GOT THE LOAN FROM COUNTRYWIDE

AND PAID OFF THE LOAN TO AVCO MORTGAGE. THEN IN MARCH OF 2014. THEN IN MARCH OF 2014 THE CIVIL AND CRIMINAL CONSPIRACY BETWEEN THE BANK OF AMERICA AND THE AVCO MORTGAGE DID HAPPEN. THE BANK OF AMERICA DID HAVE AVCO MORTGAGE COMPANY DO AN ILLEGAL NEW TRUSSTEE SALE ON THE HOUSE USING A LOAN THAT WAS PAID OFF IN 1998, the bank of america had an unscrupulous LAWYER, AND AN unscrupulous TITLE COMPANY DO A ILLEGAL TRUSSTEE SALE ON THE HOME (580 ASWAN STREET, SPARKS, NEVADA, 89436. EVEN THOUGH THE BANK OF AMERICA SENT MONTHLY STATEMENTS TO MY MAILING ADDRESS THEY HAD TE TRUSTEE SALE IN THE RENO GAZETTE PAPER THREW A PUBLICATION, SO THAT I WOULD NEVER FIND OUT. A CRIME. THEN THEY HAD AN ILLEGAL HOME AUCTION ON THE HOUSE AND SOLD IT. THEN WHEN THE NEIGHBORS CALLED ME AND LET ME KNOW MY FATHER DID GO DOWN TO RENO TO SEE WHAT HAPPENED. WHEN HE CONFRONTED THE AVCO PEOPLE AND SAID THAT THERE WOULD BE CRIMINAL CHARGES FILED CAUSE HE HAD THE FULL RECONVEYANCE OF THE LOAN PAPERS IN HIS HAND AT THE TIME.

4. SO THE AVCO MORTGAGE COMPANY SAID TO MY FATHER THAT THEY WOULD FIX THE WRONGFULL TRUSSTEE SALE AND THEY DID A SUB-STITION OF TRUSSTEE AND FULL RECONVEYANCE IN THE HOME AT THE 580 ASWAN STREET HOUSE. AND ON JULY 30, 2014 DID THE FULL RECONVEYANCE TO THE HOUSE. THIS DID RESULT IN THE BANK OF AMERICAS NEXT STATEMENT OF MARCH 17, 2014, DOES SHOW THE MANY ADJUSTMENTS TO THE MONTHLY STATEMENT. THIS INCLUDED THE FEES CAHARGED BY THE UNSCRUPULOUS LAWYER GIVEN BACK, THE FEES FROM THE UNSCRUPULOUS TITLE COMPANY GIVEN BACK , AND ALL THE OTHER UNSCRUPULOUS FEES LIKE ADVERTIZING COSTS IN THE PAPER, MAILING FEE ADJUSTMENT, I NEVER DID RECIEVE ANY MAIL FROM THEM AT ALL.

THEN THE RECORDING FEES ARE LISTED, AND THEN THE OTHER ADJUSTMENT OF THINGS LIKE RECUT THE GRASS FEE FOR 100 DOLLARS. THERE IS NOT ONE BLADED OF GRASS ON THE WHOLE PROPERTY! I WILL INCUDE THIS BANK OF AMERICA STATEMENT ON THE ADJUSTMENTS OF THE ILLEGAL TRUSSTEE SALE BELOW, CAUSE THE TRUTH IS ALWAYS A GOOD THING TO SHOW THE COURT WHEN YOU ARE PROVING A CLAIM THAT DID ARISE UNDER THE RACKETEER INFLUNCED AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. 1962 (D), AND ACCORDING TOTHE STATUTES JURISDICTIONAL STATEMENT 18 U.S.C. 1964. THIS VENUE IS PROPER IN THIS FORUM PURSUANT TO 28 U.S.C. 1391. THE DEFENDANT BANK OF AMERICA DID HAVE THIS ILLEGAL TRUSSTEE SALE IN THIS DISTRICT AND THE VIOLATIONS DID HAPPEN IN THIS DISTRICT. THE SUBSTITUTION OF TRUSSTEE AND THE FULL RECONVEYANCE DID HAPPEN CAUSE MY FATHER WAS GOING TO HAVE THE CRIMINALS CHARGED WITH THE CRIME BUT INSTEAD THEY AGREED TO DO THE SUBSTITUTION OF TRUSSTEE WHO DID THE CRIMINALLY WRONGS TAKEN OFF AND THE FULL RECONVEYANCE OF THE PROPERTY AND AGREED TO TESTIFY UNDER OTHE ABOUT THE INVOLVMENT OF BANK OF AMERICA IN THE DOING OF THE WRONGFULL AND ILLEGAL TRUSSTEE SALE OF MY HOME. THE PROOF IS IN BLACK AND WHITE AND CONNOT BE DISPUTED! IF BANK OF AMERICA SAYS THAT THEY DID NOT CONSPIRE THE ILLEGAL SALE WITH THE AVCO MORTGAGE THE TITLE COMPANY AND THE AVCO MORTGAGE WILL TELL EXACTLY WHAT BANK OF AMERICA CRIMINAL RACK-ETEERING DEPARTMENT DID!

I AM ASKING THE JUDGE TO REFER THE COMPLETE AFFRONT OF CONSPIRED CRIMINAL AND CIVIL VIOLATIONS TO THE JUSTICE DEPART MENT FOR A FORMAL INVESTIGATION OF THE CORPORATE RACKETEERING.

SO ON PAGE 5 OF THE COMPLAINT IS THE BANK OF AMERICA STATE MENT OF TRANSACTION ACTIVITY OF THE ADJUSTMENTS GIVING BACK ALL THE STOLEN MONEY, AND PAGE 6 IS THE FULL RECONVEYANCE.

Bank of America statement 3-21-2014

Transaction activity (02/19/14 to 03/17/14) A 3-17-2014

Date	Description	Charges	Payments
02/18/14	Lock Change	60.00	
02/18/14	Winterization (Dry Heat)	100.00	
02/18/14	Utilities	5.00	
02/26/14	Yard Maintenance - Recut — there is no grass, none	125.00	
02/26/14	Photos	12.60	
03/05/14	Photos	5.25	
03/14/14	Attorney/Trustee Fee - Adjustment	-480.00	
03/14/14	Advertising Cost - Adjustment	-133.20	
03/14/14	Advertising Cost - Adjustment	-122.10	
03/14/14	Advertising Cost - Adjustment	-111.00	
03/14/14	Advertising Cost - Adjustment	-104.00	
03/14/14	Auctioneer Cost - Adjustment	-65.00	
03/14/14	Auctioneer Cost - Adjustment	-65.00	
03/14/14	Mailing Fee - Adjustment	-0.86	
03/14/14	Mailing Fee - Adjustment	-54.86	
03/14/14	Mailing Fee - Adjustment	-42.95	
03/14/14	Mailing Fee - Adjustment	-35.44	
03/14/14	Mailing Fee - Adjustment	-40.18	
03/14/14	Attorney Posting - Adjustment	-95.00	
03/14/14	Attorney Posting - Adjustment	-95.00	
03/14/14	Attorney Posting - Adjustment	-95.00	
03/14/14	Attorney Posting - Adjustment	-95.00	
03/14/14	Recording Fee - Adjustment	-17.00	
03/14/14	Recording Fee - Adjustment	-36.00	
03/14/14	Recording Fee - Adjustment	-15.00	
03/14/14	Recording Fee - Adjustment	-15.00	
03/14/14	Recording Fee - Adjustment	-44.00	
03/14/14	Title Fee - Adjustment	-25.00	
03/14/14	Title Fee - Adjustment	-600.00	
03/14/14	Title Fee - Adjustment	-25.00	
03/14/14	Title Fee - Adjustment	-50.00	
03/14/14	Title Fee - Adjustment	-1,302.00	
03/17/14	Late Fees (full payment not received by 03/01/2014)	37.50	

400
669
6650

1-877-430
5434

Bank of America, N.A., Member FDIC Equal Housing Lender © 2014 Bank of America Corporation.

0371-01-00-0035448 0001 0115419

7.30.2014

Assessor's/Tax ID No. 089-344-02

Recording Requested By:
VERDUGO TRUSTEE SERVICE CORPORATION

When Recorded Return To:
TERRY KERR
580 ASWAN ST
SPARKS, NV 89436

DOC # 4378120
07/30/2014 12:12:19 PM
Requested By
VERDUGO TRUSTEE SERVICE
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: $22.00 RPTT: $0.00
Page 1 of 3

5555400120

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

CITIMORTGAGE, INC. #:5555400120 "KERR" Washoe, Nevada

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

CFNA RECEIVABLES (MD), INC. F/K/A CITIFINANCIAL, INC., A MARYLAND CORPORATION, SUCCESSOR BY MERGER TO CITIFINANCIAL, INC. 209, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO ASSOCIATES MORTGAGE CORPORATION, A NEVADA CORPORATION, SUCCESSOR BY MERGER TO AVCO MORTGAGE CORPORATION, A NEVADA CORPORATION is the present Beneficiary of that certain Deed of Trust Dated: 09/22/1998 , made by TERRY KERR AND DEBORAH KERR HUSBAND AND WIFE as Trustor, with WESTERN TITLE COMPANY as Trustee, for the benefit of AVCO MORTGAGE CORPORATION OF NEVADA, INC. as Original Beneficiary, which said Deed of Trust was recorded 09/28/1998 in the Office of the County Recorder of Washoe State of Nevada, in Book/Reel/Liber: 5400 Page/Folio: 0120 as Instrument No.: 2257720 wherein said present Beneficiary hereby substitutes CITIBANK, N.A. as Trustee in lieu of the above-named Trustee under said Deed of Trust.

Property Address: 580 ASWAN ST, SPARKS, NV 89436

IN WITNESS WHEREOF, CFNA RECEIVABLES (MD), INC. F/K/A CITIFINANCIAL, INC., A MARYLAND CORPORATION, SUCCESSOR BY MERGER TO CITIFINANCIAL, INC. 209, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO ASSOCIATES MORTGAGE CORPORATION, A NEVADA CORPORATION, SUCCESSOR BY MERGER TO AVCO MORTGAGE CORPORATION, A NEVADA CORPORATION 14700 CITICORP DRIVE, MC 1020, HAGERSTOWN, MD 21742 as present Beneficiary and CITIBANK, N.A. 14700 CITICORP DRIVE, HAGERSTOWN, MD 21742 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest;

*SM4*SM4CITM*07/28/2014 12:03:00 PM* CITM01CITM0000000000000007968164*
NVWASHO* 5555400120 NVSTATE_TRUST_SUB * SM4*SM4CITM*

5. SO THEN THERE IS THE BANK OF AMERICAS FORCED PLACED INSURANCE SCAM.THIS IS EXACTLY WHERE THE CIVIL AND CRIMINAL CONSPIRACY COMES IN WITH BANK OF AMERICAS FORCED PLACED INSURANCE AND BANK OF AMERICA STEALING THE INSUANCE MONEY FOR THE FIXING OF THE HOUSE AT ASWAN STREET WHEN A PIPE BROKE IN THE BASEMENT FLOODING THE BASEMENT WITH SEWER WATER ETC. THERE WAS $9200 DOLLARS DAMAGE. A CONTRACTOR WAS HIRED AND AFTER HE SENT IN A CLAIM FOR DOING THE FIRST PART THE BANK OF AMERICA CRIMINAL RACKETEERING DEPARTMENT STOLE THE INSURANCE CHECK FROM THE FORCED PLACED INSURANCE PEOPLE IN THE BANK OF AMERCAS FORCED PLACED INSURANCE DEPARTMENT. THE CONTRACTRACTER SENT IN ALL THE ITEMS ASKED FOR 44 TIMES AND NEVER GOT ONE PENNY, SO HE DID NOT FINISH THE FIXING OF THE SEWER BREAK IN THE BASEMENT. ONE YEAR LATER THE BANK OF AMERICA DID PAY HIM. THEN I HAD TO TAKE THE CONTRACTOR TO COURT TO GET THE MONEY BACK FROM HIM FOR GETTING PAD FOR WORK HE DID NOT DO. THIS COURT CASE IN THE RENO JUSTICE COURT DID RESULT IN THE CONTRACTOR PAYING BACK THE MONEY HIS COMPANY DID NOT DO. THE CASE WITH THE JUSTICE DEPARTMENT IN THE RENO COURT WAS IN JUNE OF 2014. THE CASE WAS SO WRONG AND THE VIOLATIONS SO BAD THAT JUDGE JUDY WANTED TO HOLD THE CASE IN HER COURT AND IT WOULD BE ON NATIONAL TV, BUT OF COURSE THE DEFENDANT WOULD NOT DO THAT. ACCORDING TO I.R.C.P. 9 (B) THE PLAINTIFF CAN PROVE THE CRIMINAL RACKETEERING BETWEEN THE DEFENDANTS WITH FACTUAL PARTICULARITY. THESEILLEGAL AND CRIMINAL ACTS THAT WERE DONE TO THE PLAINTIFF MEETS THE BURDEN ACCORDING TO THE NINTH CIRCUIT COURT OF APPEALS IN(RENT A CENTER,INC. V. CANYON TELE-VISION, 944 f2D 597, 602 (1991) (CITING LOS ANGELES MEMORIAL COLISEUM COMM', V. NAT'L FOOTBALL LEAGUE 634 f2D 1197,1201,

(9th CIR. (1980). YOU HAVE TO REMEMBER THAT THIS ALL STARTED WHEN I WAS DOING A TOUR OF DUTY OVERSEAS IN A WAR ZONE AS A SARGEANT IN THE UNITED STATES ARMY. THE BANK OF AMERICA DID OFFER TO DO A MODIFICATION LOAN WHERE MY PAYMENTS WOULD BE $956.00 DOLLARS PER MONTH AND MY FATHER HAS POWER OF ATTORNEY ON THE ASWAN HOME AND HE DID AGREE TO THE NEW MODIFICATION AGREEMENT, BUT THEN IT CAME BACK STATING THE NEW MONTHLY PAYMENT WOULD BE 2865 DOLLARS PER MONTH. HE DID NOT AGREE TO THE NEW $2865 DOLLAR MONTHLY PAYMENT AND THE BANK OF AMERICA WENT AHEAD WITH THE MODIFICATION AGREEMENT AND SAID THAT I DID SIGN IT IN THE IRAQ BATTLEFIELD. I GOT TO MAKE WEEKLY PHONE CALLS USING THE INTERNET BUT GETTING SERVED BY A PROCESS SEVER IN IRAQ DID NOT EVER HAPPEN! SO THE CRIMINAL RACKETEERS DID VIOLATED THE SERVICE MEMBERS CIVIL RIGHTS AGREEMENT AND THE ECONOMIC HOUSING AGREE-MENT OF 2008 THAT PUT TEETH INTO THE SERVICE MEMBER CIVIL RIGHTS AGREEMENT. THE DOING OF A TRUSSTEE SALE ON A SERVICE MANS HOME WHILE HE IS ON A TOUR OF DUTY IN A WAR ZONE WAS STRICTLY SEVERE VIOLATION OF THE SERVICE MEMBERS CIVIL RIGHTS AGREEMENT.

6. THERE IS WAY TOO MANY VIOLATIONS TO PUT IN THE COMPLAINT SO THEY WILL BE PUT IN THE OPENING BRIEF. THE BANK OF AMERICAS EVIL SCAM TO DESTROY ME AND MY FAMILY IS SUCH A COMPLETE AFFRONTTO THE JUSTICE SYSTEM IT IS POSSIBLE TO SEE THE 20 BILLION DOLLARS BANK AMERICA PAID IN ONE COURT ORDERED SETTLEMENT AND THE RECENT (LAST WEEK) WHERE THE BANK OF AMERICA WAS FINED 30 MILLION DOLLAR FOR VIOLATING CONSUMER PROTECTION LAWS WHEN COLLECTING DEBTS FROM MILITARY CUSTOMERS! ALSO THE BANK OF AMERICA DID A SETTLEMENT IN THE FORSCED PLACED INSURANCE SCAM FOR $490 MILLION DOLLARS IN A SETTLEMENT IN THE FOLRIDA CLASS ACTION SETTLEMENT. THE BANK OF AMERICA NEEDS TO HAVE THIER BANKING RIGHTS TAKEN AWAY. THE

COMPTROLLER OF CURRENCY FOR NATIONAL BANKS AND THE FEDERAL RESERVE BOARD OF DIRECTORS DID HAVE THE INDEPENDANT FORCLOSURE REVIEW BOARD DO AN INVESTIGATION AND FOUND IN THE PLAINTIFFS FAVOR AND DID HAVE BANK OF AMERICA DO A FORCED CASH PAYMENT TO THE PLAINTIFF IN 2014. THE THE PLAINTIFF HAS RECIEVED A NEW NOTICE OF BREECH OF DEFAULT AND ELECTION TO SELL AT TRUSSTEE SALE, IN JULY OF 2015.

7. THE ACTIONS AND PRACTICES DESCRIBED ARE UNCONSCIONABLE AND DONE IN SUCH BAD FAITH WITH THE SOLE OBJECTIVE OF THE CRIMINAL RACKETEERING IS TO MAXIMIZE PROFITS BY ANY REASON THAT THEY CAN GET TO BE UNJUSTLY ENRICHED AT THE EXPENSE OF THE PLAINTIFF. THESE DECEPTIVE AND UNFAIR VIOLATIONS ARE CRIMINAL IN NATURE AND SO EGREGIOUS THAT THE PLAINTIFF ONCE AGAIN ASKS THE JUDGE TO RECOMMEND THAT THE JUSTICE DEPARTMENT DO AN INVESTIGATION OF THE CRIMINAL RACKETEERING BY BANK OF AMERICA! THIS IS A CIVIL AND CRIMINAL CONSPIRACY BETWEEN TWO OR MORE BANKS, BANKS INSUR-COMPANY, AND OTHER MORTGAGE COMPANIES. WHERE THEY ARE ACCOMPLISH ING A LAWFULL OBJECTIVE IN AN UNLAWFULL MANNER! WESCO, 149 IDAHO AT 898, 243 p2D AT 1086 (QUOTING MCPHETERS V. MAILE 138 IDAHO 391, 64 P2D 317, 321, (2003). THE PLAINTIFF BELIEVES THAT ALL THE EGREGIOUS AND UNSCRUPULOUS CRIMINAL AND CIVIL RACKETEERING WAS DONE PARTLY BECAUSE OF RACIAL ANIMUS AND CONSTITUTES A HATE CRIME. SER TAB-8 AT 13. ONCE AGAIN THE PLAINTIFF IS ASKING THE JUDGE TO REFER THE CASE TO THE JUSTICE DEPARTMENT FOR THE RACIAL ANIMUS AND HATE CRIMES!

STATEMENT OF THE ISSUES

8. THE BANK OF AMERICA AND THE TRUSTEE CORPS ARE THE PROXIMATE CAUSE OF THE CIVIL AND CRIMINAL WRONGDOINGS AND VIOLATIONS OF THE MANY LAWS. THE BANK OF AMERICA AND THE OTHER VILLIANS INVOL-

VED AND PAID TO BE INVOLVED BY THE BANK OF AMERICA DID NEGIGENTLY WILLFULLY, MALICIOUSLY, CONTRACTUALLY,AND OTHERWISE ARE LEGALLY RESPONSIBLE FOR THE EVENTS AND HAPPENINGS THAT RESULTED IN THE WRONFULL FORCLOUSES,THE INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, THEINTENTIONAL INFLICTION OF FINANCIAL DISTRESS,AND THERE EXCESSIVE CALLOUSNESS, AND DISREGUARD FOR THE CRIMINAL RACKETEERING JUST CAUSE FOR FINANCIAL REWARD NO MATTER HOW EVIL AND OR WHAT LAWS AND RULES HAVE TO BE BROKEN. THIS BAD FAITH MISCONDUCT IS JUST INCOMPATIBLE WITH THE EVOLVING STANDARDS OF DECENCY THAT MARK THE PROGRESS OF A FAIR AND JUST SOCIETY. MORE IN THE FASHION OF A DICTATOR FROM A ARAB COUNTRY. THE ARAB COUNTRY OWNS THE BANK OF AMERICA IS SAUDIE ARABIA. THE BANK OF AMERICA IS A SAUDIE PRINCE MAKING SURIA LAW AT THE BANK OF AMERICA AND THE EVIL THAT BANK OF AMERICA HAS AND IS DOING IN AMERICA AND THE BANK OF AMERICA LISENCE TO BANK MUST BE TAKEN AWAY, THEY HAVE HAD WAY TOO CHANCES TO CHOOSE TO BE FOLLOWING THE RULES OF AMERICAN BANKS.

9. THE CIRCUMSTANCES OF THE MANY CRIMINAL AND CIVIL VIOLATIONS WILL BE DOCUMENTED WITH FACTUAL MATERIALITY. THE OVERT ACTS WILL BE GIVEN IN EVIDENSE OF COMMON DESIGN TO PROVE THE SPECIFIC PURPOSE. THE PLAINTIFF CAN PROVE THE ACTUAL MALICE PERMITTING THE RECOVERY OF PUNITIVE DAMAGES.

CONCLUSION

10. THE PLAINTIFF WILL PRESENT EVIDENSE AND EXHIBITS OF PROOF TO SUPPORT HIS CLAIMS AGAINST THE DEFENDANTS WITH PARTICULARITY. THE DEFENDANTS HAVE SHOWN A DELIBERATE INDEFFERANCE TO THE HARM FULL CONSEQUENCES OF THIER CIVIL AND CRIMINAL RACKETEERING, AND THIER ILLEGAL REPREHENSIBLE BAD FAITH MISCONDUCT.

FIRST CLAIM FOR RELIEF

10. COUNT ONE IS THE BREECH OF CONTRACT, PLAINTIFF ALLEGES AND RE-ALLEGES AND INCORPORATES PARAGRAPHS 1-9 OF THIS COMPLAINT AS FULLY SET FORTH HEREIN. THE PROVISION OF THE MODIFICATION AGREEMENT WAS ALTERED AND THEN SIGNED BY BANK OF AMERICA AT THE CRIMINAL RACKETEERING DEPARTMENT WHILE THE PLAINTIFF WAS IN IRAQ ON A TOUR OF DUTY WITH THE U.S. ARMY.THE FORCED PLACED INSURANCE SCAM WHERE THEY STOLD THE MONEY TO FIX THE HOME AND NEVER PAID FOR A YEAR IN A DELIBERATE SCAM TO CHARGE THE PLAINTIFF HUGE MONTHLY PAYMENTS TO ADD TO THE BILL OF A HOUSE THAT COULD NOT BE LIVED IN. AS A RESULT THE PLAINTIFF HAS SUFFERED DAMAGES AS THE RESULT OF THE DEFENDANTS BREECHES OF CONTRACTS AND THE EVIL EGREGIOUS ACTIVEITY OF THE BANK OF AMERICAS CRIMINAL RACKETEERING DEPARTMENT. WHEREFORE THE PLAINTIFF SEEKS ACTUAL DAMAGES, PUNITIVE DAMAGES,AND COMPENSATORY DAMAGES, AS WELL AS INJUNCTIVE RELIEF PREVENTING BANK OF AMERICA FROM FURTHER AND FUTURE VIOLATIONS AGAINST THE PLAINTIFF AND HIS FAMILY. PLAINTIFF WILL FURTHER SEEK ALL RELIEF DEEMED APPROPRIATE BT THE COURT!

SECOND CLAIM FOR RELIEF

12. THE UNJUST ENRICHMENT BY THE DEFENDANTS LIKE THE FORCED PLACED IN SURANCE SCAM, AND STEALING THE PLAINTIFFS INSURANCE CHECK SO THE HOUSE COULD NOT BE LIVED IN.THE ALTERED MODIFICATION VIOLATIONS AND ILLEGAL TRUSSTEE SALES AND THE OTHER CRIMINAL RACKETEERING WRONG DOINGS AT THE EXPENSE OF THE PLAINTIFF DEMANDS AN AWARD AGAINST THE DEFENDANTS THAT WERE UNJUSTLY ENRICHED, PLUS ANY OTHER RELIEF THAT THE COURT MAY DEEM PROPER AND JUST.

THIRD CLAIM FOR RELIEF

13 BREECH OF COVENANT, GOOD FAITH AND FAIR DEALING. THE COMPTROLLER OF CURRENCY FOR NATIONAL BANKS AND THE FEDERAL RESERVE BOARD

DID HAVE AN INDEPENDANT FORCLOSURE REVIEW BOARD DO AN INVESTIGATION AND DID RULE IN THE PLAINTIFF FAVOR AND DID MAKE THE BANK OF AMERICA DONE A CASH PAYMENT TO THE PLAINTIFF FOR THE DECECTIVE AND ILLEGAL MODIFICATION WRONGDOINGS.THE VIOLATION OF THE DUTY TO ACT IN GOOD FAITH THAT LIMITS THE OTHER PARTY SO THAT THEY CANNOT ACT CAPRICIOUSLY TO CONTRAVENE THE RESONABLE CONTRACTual EXPECTATION OF THE OTHER PARTY IS CLEARLY A VIOLATION THAT RELIEF CAN BE GOTTEN IN ACTUAL DAMAGES, COMPENSATORY DAMAGES, AND PUNITIVE DAMAGES. PLUS ANY OTHER RELIEF THAT THE COURT MAY DEEM APPROPRIATE.

FOURTH CLAIM FOR RELIEF

14. THERE IS FACTUAL EVIDENSE TO SUPPORT THE PLAINTIFFS ALLEGATIONS OF LIBEL, LIBEL SLANDER,DEFAMEATION OF CHARACTER, THE INTENTION BELITTLEMENT MOTIVATED BY THE RACIAL ANIMUS THAT DOES CONSTITUTE A HATE CRIME. THE PLAINTIFF CAN PROVE THAT THE BANK OF AMERICA DID COMMUNICATE INFORMATION CONCERNING THE PLAINTIFF TO OTHERS, SEE PAGES 5 AND 6 OF THE COMPLAINT FOR EXAMPLE. THE PLAIN TIFF DOES HAVE 200 PAGES OF EXAMPLES! THE WRONGFULL INFORMATION THAT WAS COMMUNICATED WAS EVIL, EGRGIOUS DEFAMATORY COMMUNICATION THAT WILL BE PUT IN THE OPENING BRIEFS AS EXHIBITS OF PROOF, ALL 204 OF THEM. THIS IS 204 PAGES OF INFLAMMATORY LIBEL SLANDER,ETC. AS PER CLARK V. THE SPOKESMAN RE-REVIEW, 144 IDAHO 427, 430,163 p3D 216, 219 (2007). THE PLAINTIFF CAN PROVE THE EVIL COMMUNICATION AND THEREFORE CAN GET RELIEF FOR ACTUAL DAMAGES, COMPENSATORY DAMAGES, AND PUNITIVE DAMAGES, PLUS ANY OTHER RELIEF THAT THE COURT MAY DEEM PROPER.

FIFTH CLAIM FOR RELIEF

15. THE FIFTH CLAIM FOR RELIEF IS FOR THE FIDUCIARY BREECH AS

SET FORTH IN THIS COMPLAINT. THE MODIFICATION PAYMENT WAS TO BE $(956.oo DOLLARS AND INSTEAD WAS MADE TO BE $2865.00 AND THE NEW MODIFICATION AGREEMENT WAS NEVER SIGNED BY THE PLAINTIFF INSTEAD BY THE CRIMINAL RACKETEERING DEPARTMENT AT BANK OF AMERICA.THE DEFENDANTS ACTED IN BAD FAITH AND DELIBERATE RECKLESS DISREGARD IN THIS COMPLETE AFFRONT TO THE JUSTICE SYSTEM. THERE FORE THE PLAINTIFF IS ENTITLED TO PUNITIVE DAMAGES, ACTUAL DAMAGES, AND COMPENSATORY DAMAGES, PLUS ANY OTHER RELIEF THAT THE COURT MAY SEEM PROPER, FOR THE VIOLATIONS OF ALTERING THE CONTRACTS AND SIGNING THE WRONGFULL CONTRACTS AND ALL THE OTHER EVIL CONSPIRED CRIMES.

SIXTH CLAIM FOR RELIEF

16. VIOLATIONS OF THE TRUTH INLENDING ACT 15 U.S.C. 1601 ET SEG. THE PLAINTIFFS MORTGAGE WAS A CONSUMER PLAN SECURED BY THE PRINCIPLE DWELLING AND WERE SUBJECT TO THE DISCLOSURE REQUIREMENT OF THE TRUTH IN LENDING ACT U.S.C. 1601,et.seg, AND ALL RELATED REGULATIONS, AND INTERPRETIVE GUIDANCE PROMULGATED BY THE FEDERAL RESERVE BOARD AND THE COMPTROLLER OF CURRENCY FOR NATION BANKS, WHO BY THE WAY RULED IN THE PLAINTIFFS FAVOR.PURSUANT TO TILA, THE DEFENDANTS WERE REQUIRED TO ACCURATELY AND FULLY DISCLOSE THE TERMS OF THE LEGAL OBLIGATIONS BETWEEN THE PARTIES INVOLVED 12 C.F.R. 226.17(C).THE DEFENDANTS VIOLATED THE TILA SPECIFICALLY 12 c.f.r. 226.17(C) WHEN THEY PUT FORCED PLACED INSURANCE ON THE HOME THEN STOLE THE INSURANCE CHECK FOR A YEAR, ALSO THEY SIGNED THE ORIGINAL MODIFICATION AGREEMENT WHEN THE PLAINTIFF WAS IN IRAQ ON A TOUR OF DUTY FOR THE ARMY. CRIMINAL RACKETEERING AT ITS LOWEST. THEREFORE THE PLAINTIFF HAS BEEN DAMAGED AND HAS SUFFERED MONETARY LOSSES AS A RESULT ARISING FROM THE DEFENDANTS

VIOLATIONS OF TILA. AS A RESULT OF THE DEFENDANTS TILA VIOLATIONS THE PLAINTIFF IS ENTITLED TO RECOVER ACTUAL DAMAGES AND A PENALTY OF $500,000 OR 1 PERCENT OF THE DEFENDANTS NET WORTH AS PROVIDED BY 15 U.S.C. 1640(A)(1)-(2).

SEVENTH CLAIM FOR RELIEF

17. 17 VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, 18 U.S.C. 1962(C). PLAINTIFF REALLEGES AND INCORPORATES PARAGRAPHS 1-16. AND FUTHER ALLEGES AS FOLLOWS: AT ALL TIMES RELEVANT THE DEFENDANTS WERE EMPLOYED BY AND ASSOCIATED WITH AN ILLEGAL INTERPRISE AND CONDUCTED AND PARTICIPATED IN THAT INTERPRISE, AFFAIRS THROUGH A PATTERN OF SCEMES AND CRIMINAL RACKETEERING ACTIVTY TO EXECUTE ASCEME TO DEFRAUD THE PLAINTIFF ALL IN VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT,(RICO) 18 USC 1962 (C). ALL PAID FOR BY THE VILLIANS AT BANK OF AMERICA FOR THE PURPOSE OF EXECUTING THE VIOLATIONS IN 18 U.S.C. 1341 AND 1343. the plaintiff has suffered at the HANDS OF THE UNSCRUPULOUS AND BOTTOM FEEDERS AT THE BANK OF AMERICAS VIOLATIONS OF THE RICO ACT. THE PLAINTIFF HAS 204 DOCUMENTED EXHIBITS OF PROOF OF THE RICO VIOLATIONS. WHEREFORE THE PLAINTIFF DEMANDS JUDGEMENT AGAINST THE DEFENDANTS FOR COMPENSATORY DAMAGES, PUNITIVE DAMAGES, ACTUAL DAMAGES, AND FOR PRE AND POST JUDGEMENT INTEREST AT THE GOING LEGAL RATE, FOR INJUNCTIVE AND DECLARATORY RELIEF, COSTS INCURRED IN BRINGING THE ACTION, AND ANY OTHER RELIEF THAT THE COURT MAY DEEM PROPER.

PRAYER FOR RELIEF

WHEREFORE THE PLAINTIFF PRAYS FOR JUDGEMENT AGAINST THE DEFENDANTS, BANK OF AMERICA N.A. AND TRUSSTEE CORPS AS FOLLOWS:

A. THE PLAINTIFF DEMANDS JUDGEMENT AGAINST THE DEFENDANTS AND TO BE AWARDED DAMAGES SUSTAINED BY THE PLAINTIFF AS A RESULT OF THE BREECHES OF THE MORTGAGE CONTRACT AND THE BAD FAITH MISCOND-UCT OF THE FORCED PLACED INSURANCE AND THE STEALING OF THE INSUR=ANCE MONEY FOR THE DAMAGES TO THE HOME. THE VIOLATIONS OF THE IMPLIEDCOVENANT OF GOOD FAITH AND FAIR DEALING,AND THE CONTINUING VIOLATIONS OF THE TILA ACT AND THE RICO ACT ALONG WITH THE CIVIL AND CRIMINAL HARRASSMENT, THE SMEAR CAMPAIGNING,AND THE HATE CRIME LIBEL SLANDERING!

B. FINDING THAT THE CRIMINALS HAVE BEEN UNJUSTLY INRICHED AND REQUIRING THE DEFENDANTS TO REFUND ALL THE UNJUST BENEFITS TO THE PLAINTIFF AND AWARDING THE PLAINTIFF FOR COSTS AND DISBURSEMENTS AND EXPENSES FOR EXPERT WITNESSES AND OTHER PROFESSIONAL COUNSEL.

C. FOR REWARDING PLAINTIFF DAMAGES UNDER, INJUNCTICE RELIEF, DECLARATORY RELIEF, FEES AND COSTS UNDER FDUTPA.

D. AWARDING THE PLAINTIFF DAMAGES SUSTAINED AS A RESULT OF TORTIOUS INTERFERANCE.

E. AWARDING COMPENSATORY AND TREBLE DAMAGES FEES AND COSTS UNDER THE RICO ACT VIOLATIONS.

F. AWARDING 3 TIMES THE AMOUNT OF DAMAGES SUSTAINED, THE COST OF THE SUIT, AND FOR MEDICAL AND EMOTIONAL PROBLEMS BILLS FOR THE PAST AS WELL AS THE FUTURE EXPENSES CAUSED BY THE CIVIL AND CRIMINAL RACKETEERING ENTERPRIZE.

G. FOR A WRIT OF ATTACHMENT, WRIT OF GARNISHMENT, WRIT OF POSS-ESSION ATTACHING, AND REAL PROPERTY OWNED BY THE DEFENDANTS.

H. DAMAGES EXCEED $300,000.00 DOLLARS.

I. FOR POST JUDGEMENT INTEREST ON THE ENTIRE JUDGEMENT TO BE DETERMINED AT THE TRIAL AT THE LEGAL RATE.

J. FOR SUCH OTHER AND FUTHER RELIEF AS THE COURT MAY DEEM

DEEM APPROPRIATE IN THE PREMISES.

DONE AND DATED THIS 8th DAY OF JUNE, 2015.

BY PLAINTIFF PRO-SE DENNIS KERR Dennis Kerr

AFFIRMATION_PURSUANT_TO_NRS_239B.30

THE UNDERSIGNED HEREBY AFFIRMS THIS DOCUMENT DOES NOT CONTAIN ANY SOCIAL SECURITY NUMBERS PURSUANT TO NRS 239B.030.

DATED THIS 8th day of june, 2015.

by plaintiff pro-SE DENNIS KERR Dennis Kerr

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY THAT A COPY OF THE COMPLAINT WAS SENT TO THE DEFENDANTS AT TRUSSTEE CORPS, 17100 GILLETTE AVE. IRVINE, CA. 92614 AND BANK OF AMERICA, 7105 CORPORATE DRIVE, PLANO, TEXAS, 75024 on this 8th DAY OF JUNE, 2015 by prepaid postage and also a copy of the complaint and A SUMMONS WILL BE PRESENTED BY A PROCESS SERVER.

DATED THIS 8th DAY OF JUNE, 2015.

BY PRO-SE PLAINTIFF DENNIS KERR Dennis Kerr